

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 07-211**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

**CORRECTIONS STAFF CLOTHING, INMATE CLOTHING and ACCESSORIES**

**MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Friday, July 6, 2007**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be downloaded from the City/County website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) "Bids", "Bidding Opportunities & Awards", Specification Number listed above. Prospective bidders must monitor the website for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope, with the company name Specification number noted on the outside.**

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### COMMISSIONERS

DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

## PROPOSAL SPECIFICATION NO. 07-211

BID OPENING TIME: 12:00 NOON

DATE: July 6, 2007

The undersigned bidder, having full knowledge of the requirements of Lancaster County for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ANNUAL REQUIREMENTS CORRECTIONS STAFF CLOTHING, INMATE CLOTHING AND ACCESSORIES				
<b>Supplemental Bid Information: Please state brand name, style and discount for kindred items</b>				
Item Description	Brand Name	Style/Model Number(s)		
Tri-Stitch Trousers				
Tri-Stitch Shirts				
Staff Pullover Sweat Shirt				
Hooded Work Jacket				
Staff Polo Shirts				
Staff Trousers				
V-Neck Work Shirts				
Elastic Waist Inmate Pants				
<b>Discount off MSRP for kindred items (See spec. 51.1)</b>	_____ %			

Bid Item Prices: Please state bid prices for each unit - DO NOT BID PACK SIZE					
Item	Item Description	Stock Item Yes No	Qty. Per Pack	Size	Unit Price
1	Tri-stitch Trouser	Yes No		S	
2	Tri-stitch Trouser	Yes No		M	
3	Tri-stitch Trouser	Yes No		LG	
4	Tri-stitch Trouser	Yes No		XL	
5	Tri-stitch Trouser	Yes No		2 XL	

6	Tri-stitch Trouser	Yes	No		3 XL	
7	Tri-stitch Trouser	Yes	No		4 XL	
8	Tri-stitch Trouser	Yes	No		5 XL	
9	Tri-stitch Trouser	Yes	No		6 XL	
10	Tri-stitch Shirt	Yes	No		S	
11	Tri-stitch Shirt	Yes	No		M	
12	Tri-stitch Shirt	Yes	No		LG	
13	Tri-stitch Shirt	Yes	No		XL	
14	Tri-stitch Shirt	Yes	No		2 XL	
15	Tri-stitch Shirt	Yes	No		3 XL	
16	Tri-stitch Shirt	Yes	No		4 XL	
17	Tri-stitch Shirt	Yes	No		5 XL	
18	Tri-stitch Shirt	Yes	No		6 XL	
19	Velcro Strap Canvas Shoes	Yes	No		6 & 7	
20	Velcro Strap Canvas Shoes	Yes	No		8 - 10	
21	Velcro Strap Canvas Shoes	Yes	No		11 - 13	
22	Velcro Strap Canvas Shoes	Yes	No		14 - 16	
23	Staff Secure Shirt	Yes	No		S	
24	Staff Secure Shirt	Yes	No		M	
25	Staff Secure Shirt	Yes	No		LG	
26	Staff Secure Shirt	Yes	No		XL	
27	Staff Secure Shirt	Yes	No		2 XL	
28	Staff Secure Shirt	Yes	No		3 XL	
29	Staff Secure Shirt	Yes	No		4 XL	
30	Staff Secure Shirt	Yes	No		5 XL	
31	Pullover Sweatshirt	Yes	No		S	
32	Pullover Sweatshirt	Yes	No		M	
33	Pullover Sweatshirt	Yes	No		LG	
34	Pullover Sweatshirt	Yes	No		XL	
35	Pullover Sweatshirt	Yes	No		2 XL	
36	Pullover Sweatshirt	Yes	No		3 XL	
37	Pullover Sweatshirt	Yes	No		4 XL	

38	Pullover Sweatshirt	Yes	No		5 XL	
39	Pullover Sweatshirt	Yes	No		6 XL	
40	Staff Secure Denim Pants	Yes	No		S	
41	Staff Secure Denim Pants	Yes	No		M	
42	Staff Secure Denim Pants	Yes	No		LG	
43	Staff Secure Denim Pants	Yes	No		XL	
44	Staff Secure Denim Pants	Yes	No		2 XL	
45	Staff Secure Denim Pants	Yes	No		3 XL	
46	Staff Secure Denim Pants	Yes	No		4 XL	
47	Staff Secure Denim Pants	Yes	No		5 XL	
48	Staff Secure Denim Pants	Yes	No		6 XL	
49	Gym Shorts	Yes	No		S - LG	
50	Gym Shorts	Yes	No		XL	
51	Gym Shorts	Yes	No		2 XL	
52	Gym Shorts	Yes	No		3 XL	
53	Gym Shorts	Yes	No		4 XL	
54	Sports Bra	Yes	No		30 - 38	
55	Sports Bra	Yes	No		40 - 46	
56	Sports Bra	Yes	No		48 - 54	
57	Female Underwear	Yes	No		5-6-7	
58	Female Underwear	Yes	No		8-9-10	
59	Female Underwear	Yes	No		11-12-13	
60	Female Underwear	Yes	No		14-15-16	
61	Mens Boxer Shorts	Yes	No		S - XL	
62	Mens Boxer Shorts	Yes	No		2XL-3XL	
63	Mens Boxer Shorts	Yes	No		4XL-5XL	
64	Crew Socks	Yes	No		ONE SIZE	
65	Slippers	Yes	No		5 - 10	
66	Slippers	Yes	No		11 - 16	
67	Slip-on Canvas Shoes	Yes	No		5 - 10	
68	Slip-on Canvas Shoes	Yes	No		11 - 15	
69	Blanket Lined Coat	Yes	No		M - 2XL	

70	Blanket Lined Coat	Yes	No		3XL	
71	Blanket Lined Coat	Yes	No		4XL	
72	Blanket Lined Coat	Yes	No		5XL	
73	Blanket Lined Coat	Yes	No		6XL	
74	Staff Polo Shirts	Yes	No		S	
75	Staff Polo Shirts	Yes	No		M	
76	Staff Polo Shirts	Yes	No		LG	
77	Staff Polo Shirts	Yes	No		XL	
78	Staff Polo Shirts	Yes	No		2XL	
79	Staff Polo Shirts	Yes	No		3XL	
80	Staff Polo Shirts	Yes	No		4XL	
81	Staff Polo Shirts	Yes	No		5XL	
82	Staff Trousers	Yes	No		INSEAM 30-32	
83	Staff Trousers	Yes	No		INSEAM 33-36	
84	Staff Trousers	Yes	No		INSEAM 38-42	
85	Staff Pullover Sweatshirts	Yes	No		S - M	
86	Staff Pullover Sweatshirts	Yes	No		LG	
87	Staff Pullover Sweatshirts	Yes	No		XL	
88	Staff Pullover Sweatshirts	Yes	No		2XL	
89	Staff Pullover Sweatshirts	Yes	No		3XL	
90	Staff Pullover Sweatshirts	Yes	No		4XL	
91	Staff Pullover Sweatshirts	Yes	No		5XL	
92	Elastic Waist Inmate Pants	Yes	No		S	
93	Elastic Waist Inmate Pants	Yes	No		M	
94	Elastic Waist Inmate Pants	Yes	No		LG	
95	Elastic Waist Inmate Pants	Yes	No		XL	
96	Elastic Waist Inmate Pants	Yes	No		2XL	
97	Elastic Waist Inmate Pants	Yes	No		3XL	
98	Elastic Waist Inmate Pants	Yes	No		4XL	
99	Elastic Waist Inmate Pants	Yes	No		5XL	
100	Elastic Waist Inmate Pants	Yes	No		6XL	

101	V-Neck Work Shirts	Yes	No		S	
102	V-Neck Work Shirts	Yes	No		M	
103	V-Neck Work Shirts	Yes	No		LG	
104	V-Neck Work Shirts	Yes	No		XL	
105	V-Neck Work Shirts	Yes	No		2XL	
106	V-Neck Work Shirts	Yes	No		3XL	
107	V-Neck Work Shirts	Yes	No		4XL	
108	V-Neck Work Shirts	Yes	No		5XL	
109	V-Neck Work Shirts	Yes	No		6XL	
110	Mens White T-Shirts	Yes	No		S - XL	
111	Mens White T-Shirts	Yes	No		2XL	
112	Mens White T-Shirts	Yes	No		3XL	
113	Mens White T-Shirts	Yes	No		4XL	
114	Mens White T-Shirts	Yes	No		5XL	
115	Mens White T-Shirts	Yes	No		6XL	
116	White Tube Socks	Yes	No		ONE SIZE	
117	Polyester Blanket	Yes	No		SEE SPEC	
118	White Flat Sheets	Yes	No		54"x90"	
119	White Flat Sheets	Yes	No		36"x76"	
120	White Flat Sheets	Yes	No		66"x115"	
121	Brown Bath Towels	Yes	No		SEE SPEC	
122	Brown Wash Cloths	Yes	No		SEE SPEC	
123	Ultra Soft PVC Sandals	Yes	No		7 - 8	
124	Ultra Soft PVC Sandals	Yes	No		9 - 10	
125	Ultra Soft PVC Sandals	Yes	No		11 - 12	
126	Ultra Soft PVC Sandals	Yes	No		13 - 15	
127	Ultra Soft PVC Sandals	Yes	No		16 & Up	
128	Crew Neck Sweatshirts	Yes	No		S	
129	Crew Neck Sweatshirts	Yes	No		M	
130	Crew Neck Sweatshirts	Yes	No		LG	
131	Crew Neck Sweatshirts	Yes	No		XL	
132	Crew Neck Sweatshirts	Yes	No		2XL	

Company Name \_\_\_\_\_

133	Crew Neck Sweatshirts	Yes	No		3XL	
134	Crew Neck Sweatshirts	Yes	No		4XL	
135	Crew Neck Sweatshirts	Yes	No		5XL	
136	Crew Neck Sweatshirts	Yes	No		6XL	
137	Deodorant	Yes	No		SEE SPEC	
138	Super Short Wrapped Toothbrush	Yes	No		SEE SPEC	
139	Maximum Security Toothpaste	Yes	No		SEE SPEC	
140	Face and Body Bar Soap	Yes	No		SEE SPEC	
141	Maximum Security Shampoo	Yes	No		SEE SPEC	
142	5" Black Plastic Comb	Yes	No		SEE SPEC	
143	Isolation/Suicide Cell Smock	Yes	No		SEE SPEC	
144	Isolation/Suicide Cell Blanket	Yes	No		SEE SPEC	
145	Personal Protection Kit	Yes	No		SEE SPEC	
146	Single Blade Razor	Yes	No		SEE SPEC	
147	Hand Cleaner	Yes	No		SEE SPEC	
148	Blood Spill Clean-up Kit	Yes	No		SEE SPEC	
149	White Ankle Socks	Yes	No		7 - 10	
150	White Ankle Socks	Yes	No		11 - 14	
151	White Ankle Socks	Yes	No		15 & up	

**NO BID BOND REQUIRED**

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**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-211**

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The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE                  ZIP CODE**

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**(Title)**

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**TELEPHONE NO.**

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**(Date)**

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**FAX NO.**

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**E-MAIL ADDRESS**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. May also be viewed on our website: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword search: "bid", specification #.



# SPECIFICATIONS FOR

## CORRECTIONS STAFF CLOTHING, INMATE CLOTHING AND ACCESSORIES

### 1. ADDITIONAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Corrections Staff and Inmate Clothing.
- 1.2 Bid prices shall include entire cost of the clothing and delivery.
- 1.3 Bidder shall submit two (2) complete sets of bid documents and all supporting material, unless otherwise stipulated.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax: (402)441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
  - 1.4.2 The City of Lincoln/Lancaster County shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 It is estimated that the Lancaster County Correctional Facility and Youth Services Center will purchase approximately \$55,000.00 worth of clothes and accessories in the next year.
  - 1.5.1 Estimated quantities for each item were not available.
- 1.6 **Bidders shall bid the individual price for each item no matter how many are sold in a package for bid comparisons. Bidders who submit pricing for quantities other than individual items may be disqualified.**

### 2. SAMPLES

- 2.1 One sample of each item being bid may be required if bidding other than a specified brand and style.
- 2.2 Manufacturers brochures and specifications must accompany your proposal for the sample being bid.

### 3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be placed as needed by Youth Services Center and Lancaster County Corrections.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number assigned by Lancaster County.
- 3.3 If asked, the Contractor shall furnish Lancaster County with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

### 4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs to the following locations:

Lancaster County Corrections	Youth Services Center	Lancaster Corr. Facility
Justice & Law Enforcement Center	<u>And</u> 1200 Radcliff Street	<u>And</u> 4420 NW 41 <sup>st</sup> Street
575 S. 10 <sup>th</sup> Street	Lincoln, NE 68512	Lincoln, NE 68524
Lincoln, NE 68508		

- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal Lancaster County working days.
- 4.3 Delivery of in-stock items are to be delivered within 4 days of receipt of order.
- 4.4 Delivery of non-stock items are to be delivered within 10 days of receipt of order.
- 4.5 Vendor MUST indicate on proposal sheet which items are stock items.

**5. WORKMANSHIP**

- 5.1 Each garment shall be new, clean, well made in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.

**6. INVENTORY**

- 6.1 Successful bidder shall guarantee an adequate stock of standard sizes at all times to meet delivery requirements as listed in section 4.

**7. SHIPMENT**

- 7.1 Garments shall be shipped in strong boxes to prevent damage in shipment.
- 7.2 Each box shall identify the type of clothing, sizes and colors contained therein.

**8. WHITE CREW SOCKS**

- 8.1 One size fits all
- 8.2 80% cotton / 20% man made fiber blend

**9. WHITE WOMENS COTTON PANTIES**

- 9.1 Double panel crotch
- 9.2 Knit elastic waist and leg bands for proper fit and comfort.
- 9.3 Machine wash and tumble dry

**10. WHITE MENS BOXER SHORTS**

- 10.1 Polyester/cotton blend
- 10.2 Elastic waistband and fly fronts.

**11. TRI-STITCH SHIRTS**

- 11.1 Bleach resistant dye
- 11.2 Heavy duty seams for maximum strength and durability
- 11.3 Easily identified size labels
- 11.4 Reinforcing bar tacks.
- 11.5 Non-binding V-neck, Short Sleeve and one breast pocket
- 11.6 Hemmed sleeves and bottoms
- 11.7 Size small - 5XL.
- 11.8 Navy color

**12. TRI-STITCH TROUSERS**

- 12.1 Heavy duty seams for maximum strength and durability
- 12.2 Bleach resistant dye.
- 12.3 Heavy Duty thread
- 12.4 Reinforcing bar tacks.
- 12.5 Pull-on style, elastic waist band, and hemmed bottoms - NO POCKETS
- 12.6 Must be able to withstand temperature of 260 degrees for at least 4 hours.
- 12.7 All sizes available as requested
- 12.8 Navy color

13. **CREW NECK SWEATSHIRT**  
13.1 50% cotton / 50% Polyester fabric  
13.2 Collar, cuffs and waistband shall be ribbed and cover seamed.  
13.3 Size small - 5XL.  
13.4 Gray color
14. **GYM SHORTS**  
14.1 Cotton/Poly blend  
14.2 High rise outer leg opening for reater comfort.  
14.3 Elastic waistband with no drawstrings or pockets  
14.4 Navy color
15. **WHITE SPORTS BRAS - HOOKLESS, PULLOVER-STYLE**  
15.1 Solid white, two-ply cotton blend construction  
15.2 No metal or plastic allowed  
15.3 All sizes
16. **BLANKET LINED WORK COAT**  
16.1 Heavyweight 100% cotton construction  
16.2 Coat must be hip length  
16.3 Outer shell should have acrylic/polyester shrink-resistant blanket linings  
16.4 Brass buttons  
16.5 Four patch pockets  
16.6 Banded corduroy collar  
16.7 Orange color
17. **ELASTIC WAIST DENIM JEANS (Staff Secure Denim Pants)**  
17.1 10 oz., 100% cotton denim or heavier  
17.2 No pockets or zippers allowed  
17.3 Straight leg cut  
17.4 Blue denim color  
17.5 Suitable for men and women  
17.6 All sizes available as requested.
18. **HEAVY-DUTY SLIP-ON CANVAS SHOES**  
18.1 Tennis shoe style outsole and protective rubber toe cap  
18.2 Vulcanized (or other procedure) to prevent marking and skidding  
18.3 Machine washable  
18.4 All sizes to be available.  
18.5 Orange color
19. **HEAVY-DUTY VELCRO STRAP ATHLETIC CANVAS SHOES**  
19.1 Clear rubber outsole for easy inspection.  
19.2 Outsole to be non-marking and fully stitched to leather upper.  
19.3 Fully glued, reinforced insoles with arch support.  
19.4 No metal allowed on the shoe.  
19.5 Velcro straps to be double stitched for increased durability.  
19.6 All sizes to be available.  
19.7 Orange color
20. **ALL PURPOSE SLIPPERS - MENS AND WOMENS**  
20.1 Stretchable uppers and flexible rubber soles  
20.2 Machine washable.  
20.3 All sizes as requested  
20.4 Navy color

21. **STAFF SECURE SHORT SLEEVE JERSEY KNIT SPORTSHIRT**  
21.1 Shirts will be ordered in burgandy and navy in color  
21.2 Tapered welt collar  
21.3 Button placket and ribbed knit cuffs.  
21.4 Cotton/poly blend of fabric  
21.5 Double needle stitched for extra strength.  
21.6 Sizes small - 5XL.
22. **STAFF POLO SHIRTS**  
22.1 Shirts will be ordered in either green or black in color  
22.2 Stain resistant material  
22.3 Sizes small - 5XL.  
22.4 50/50 fabric  
22.5 Comparable to JERZEES brand 50/50 Jersey with SpotShield  
22.6 Collared shirts with no pockets
23. **STAFF TROUSERS**  
23.1 Khaki colored pants with double pleats  
23.2 Front and back pockets  
23.3 Various sizes as needed  
23.4 65/35 polyester/cotton brushed twill or higher quality  
23.5 Hook/eye closure
24. **STAFF PULL ON SWEATSHIRTS**  
24.1 Sweatshirts will be ordered in either green or black in color  
24.2 50% cotton - 50% polyester fabric  
24.3 Product to be comparable to Lee brand Heavyweight Crewneck Sweatshirt #7319  
24.2 Sizes small - 5XL.
25. **ELASTIC WAIST INMATE PANTS**  
25.1 Pants will be ordered red or wine colored  
25.2 7.5 oz. twill - 65% Polyester / 35% Combed Cotton  
25.3 Slip-On elastic waist with mock fly and no pockets.  
25.4 Elastic to be guaranteed for the life of the garment from losing its elasticity.  
25.5 All seams to be 3 needle feld.  
25.6 Leg hems double folded and lock stitched.  
25.7 Thread to be same color as fabric.  
25.8 Labels to be color coded by size  
25.9 Sizes small - 5 XL  
25.10 Pants to be made of Industrial Laundry Grade Fabric.
26. **V - NECK WORK SHIRTS**  
26.1 Slip-on raglan sleeve - no buttons made of Industrial Laundry Grade Fabric.  
26.2 All seams 3 needle felled with no raw or frayed edges.  
26.3 Sleeve and bottom hems double folded and lock stitched.  
26.4 Labels to be color coded by size.  
26.5 Thread to be same color as fabric.  
26.6 Shirts to be ordered in red or wine color.  
26.7 Color of shirt must match color of elastic waist pants being bid(red or wine color).  
26.8 Sizes small - 5 XL  
26.9 Reinforced V-Neck piping to prevent tearing.  
26.9 One pocket over left breast.

27. **MENS WHITE T-SHIRTS - ECONOMY**  
27.1 T-shirts shall be 4oz., 100% cotton fabric  
27.2 Jewel Neck  
27.3 Tough and durable under repeated washing.  
27.4 Sizes small - 5XL
28. **WHITE TUBE SOCKS - ECONOMY**  
28.1 100% polyester fabric  
28.2 One size fits all
29. **POLYESTER BLANKET**  
29.1 100% Synthetic polyester fabric  
29.2 Machine washable  
29.3 Over-edge stitching of all sides for added strength  
29.4 72"x90" - Beige or Navy Color  
29.5 Flame resistant /flame retardant fabric
30. **WHITE FLAT SHEETS**  
30.1 Polyester/Cotton blend fabric  
30.2 Sizes to be ordered are 54"x 90", 36"x76", 66"x115"
31. **BROWN BATH TOWELS**  
31.1 100% cotton terry cloth fabric  
31.2 20"x40" size  
31.3 Budget grade
32. **BROWN WASH CLOTHS**  
32.1 100% cotton terry cloth fabric  
32.2 12"x12" size  
32.3 Budget grade
33. **ULTRA-SOFT PVC SANDALS**  
33.1 All sizes to be available as needed.  
33.2 Tan color  
33.3 Suitable for men and women
34. **SUPER SHORTY WRAPPED TOOTHBRUSH**  
34.1 3.25" in length.  
34.2 Ivory color  
34.3 Each brush to be individually wrapped and sealed.
35. **TOOTHPASTE**  
35.1 .6oz. Size  
35.2 Toothpaste must contain flouride  
35.3 Toothpaste must be clear  
35.4 Tube must be clear.  
35.5 Animal fat free
36. **FACE AND BODY BAR SOAP**  
36.1 Soap to be unwrapped  
36.2 Mild fragrance and almond color

37. **SHAMPOO**  
37.1 2oz. size  
37.2 See through bottles  
37.3 Shampoo to be clear  
37.4 Animal fat free
38. **BLACK PLASTIC POCKET COMBS**  
38.1 5" size  
38.2 Sold in loose pack
39. **ISOLATION/SUICIDE CELL SMOCK**  
39.1 Green in color  
39.2 Adjustable velcro fastening pieces for all sizes  
39.3 Stain resistant and suitable for men and women
40. **ISOLATION/SUICIDE CELL BLANKET**  
40.1 54"x 80" size  
40.2 Stain resistant  
40.3 Flame and fire resistant
41. **PERSONAL PROTECTION KIT**  
41.1 This is a blood and body fluid protection kit containing the following:  
41.2 One set of disposable coveralls - large size  
41.3 One safety shield  
41.4 One pair of medical grade gloves  
41.5 One p.a.w.s. antimicrobial hand wipe  
41.6 24"x24" red biohazard bag  
41.7 One twist tie  
41.8 One ID tag
42. **ALCOHOL GEL INSTANT HAND CLEANER/SANITIZER**  
42.1 4oz. Size  
42.2 Anti-microbial with 70% isopropyl alcohol gel  
42.3 Product must be clear and in clear bottle
43. **SINGLE BLADE RAZOR**  
43.1 Clear removable safety cap  
43.2 Stainless steel single blade  
43.3 One piece construction
44. **BLOOD SPILL CLEAN UP KIT**  
44.1 Kit to include the following:  
44.2 One pair of medical grade gloves  
44.3 One clean up powder  
44.4 One scooper/scrapper  
44.5 One EPA registered disinfectant wiper towel  
44.6 One p.a.w.s. antimicrobial hand wipe  
44.7 One red bio-hazard bag
45. **ROLL-ON ANTI-PERSPIRANT**  
45.1 Must be alcohol-free  
45.2 Capable of controlling body odor and wetness  
45.3 1.5 oz size

46. **PILLOWS**  
46.1 Vinyl coated pillows equivalent to Bob Barker Cotton Core/Microvent Vinyl cover Pillows  
46.2 Flame and fire resistant  
46.3 Must wipe clean with soap and water or disinfectant  
46.4 Measures 20"x26"
47. **MINT TOOTHPASTE**  
47.1 White flouride toothpaste in plastic tubing  
47.2 .6 oz size
48. **SHAVING GEL**  
48.1 .25oz. clear vinyl packets
49. **LIP BALM**  
49.1 .16oz. tube
50. **ANKLE SOCKS**  
50.1 100% Polyester fabric  
50.2 All sizes as requested
51. **KINDRED ITEMS**  
51.1 For other clothing articles or styles not specifically requested such as maternity clothing or special sizes, the successful bidder shall offer a discount from the published MSRP as stated on the proposal form.
52. **RETURN POLICY**  
52.1 Successful bidder shall offer a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.  
52.2 Returns to the vendor shall be made within thirty (30) days to quality for full credit.  
52.3 Successful bidder shall accept returns by mail, drop off at the vendor's location or onsite pickup.

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

### 1. **BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

### 2. **BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### 4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

### 5. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.



**6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.
- 13.7 Any governmental agency may piggy back on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**19. INSURANCE**

- 19.1 All bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

**20. EXECUTION OF CONTRACT**

20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
  - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required.
  - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
  - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
  - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.